

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

MORRIS FIDDLER, individually and on behalf of a class of similarly situated individuals,

Plaintiff,

v.

AT&T MOBILITY, LLC d/b/a The New AT&T f/k/a CINGULAR WIRELESS, a Delaware limited liability company, M-QUBE, INC., a Delaware corporation, and VERISIGN, INC., a Delaware corporation,

Defendants.

Case No. 1:08-cv-00416

DECLARATION OF JOANNE SAVAGE IN SUPPORT OF DEFENDANT ATT&T'S MOTION TO COMPEL ARBITRATION AND DISMISS CLAIMS

I, Joanne Savage, do hereby declare:

1. I am employed by the law firm of Mayer Brown LLP. I have personal knowledge of the following facts and am otherwise competent to testify.

2. On February 6, 2008, I visited the "Terms of Service" web page on the web site of Virgin Mobile (<http://web.virginmobileusa.com/about/terms-and-conditions>). Those Terms of Service do not include an arbitration provision or a class waiver. A true and correct copy of those Terms of Service is attached as Exhibit 1.

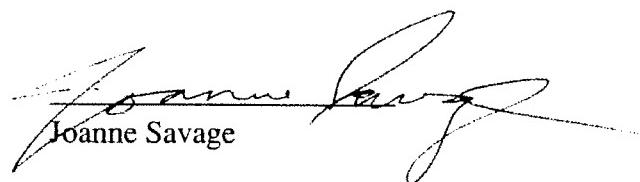
3. On February 6, 2008, I visited the "Check Coverage" tool on the web site of Virgin Mobile (at <http://www.virginmobileusa.com/coverage/prepareCoverage.do>) by inputting the city and state of Morris Fiddler's billing address and the city and state of the "Market/Region" indicated on his November 25, 2005 Wireless Service Agreement. The web page confirmed that there is coverage in both those areas. A true and correct copy of the coverage maps generated is attached as Exhibit 2.

4. A July 24, 2002 press release on the Virgin Mobile web site (at <http://virginmobileusa.mediaroom.com/index.php?s=43&item=93>) announced that Virgin Mobile would “utilize Sprint’s wireless network to deliver service” to its customers on a “national” basis. A true and correct copy of that press release is attached as Exhibit 3.

5. On February 6, 2008, I visited the web site for the “Internet Archive” (<http://www.archive.org/web/web.php>) and searched for past versions of TracFone’s Terms and Conditions using the web site address http://www.tracfone.com/content/terms_conditions.jsp. A true and correct copy of the printout result for “Nov 26, 2005” is attached as Exhibit 4. Those Terms and Conditions do not include an arbitration provision or a class waiver.

6. I then searched for past versions of TracFone’s “Cellular Coverage” web page using the web site address http://www.tracfone.com/cellular_coverage.jsp?nextPage=cellular_coverage.jsp&task=cellcov. A true and correct copy of the printout result for “Nov 15, 2005” is attached as Exhibit 5. That web page states: “We use the nation’s leading cellular providers to create a national footprint covering 99% of the U.S. population. This gives you service everywhere cellular service is available.”

I declare under penalty of perjury that the foregoing is true and correct. Executed this 7th day of February, 2008 at Washington, DC.



Joanne Savage

A handwritten signature in black ink, appearing to read "Joanne Savage". Below the signature, the name "Joanne Savage" is printed in a smaller, sans-serif font.

CERTIFICATE OF SERVICE

I, Sarah E. Reynolds, an attorney, hereby certify that a true and correct copy of
**DECLARATION OF JOANNE SAVAGE IN SUPPORT OF DEFENDANT AT&T
MOBILITY LLC'S MOTION TO COMPEL ARBITRATION AND DISMISS CLAIMS**
was served on the following counsel of record via electronic delivery on February 7, 2008:

| | |
|--|--|
| Jay Edelson Myles McGuire John Blim (Of Counsel) KAMBEREDELSON, LLC 53 West Jackson Blvd. Suite 1530 Chicago, IL 60604 (312) 589-6370 | |
| Bart Murphy Ice Miller LLP 2300 Cabot Drive Lisle, IL 60532 (630) 955-6392 | |

Respectfully submitted,

/s/Sarah E. Reynolds

Dated: February 7, 2008

Attorney for Defendant AT&T Mobility LLC